

Urbandale CSD

Urbandale EA

8/1/2006 7/31/2007

MASTER CONTRACT
AGREEMENT
2006-2007

Between

The Urbandale Community School District

And

The Urbandale Education Association

6200 Aurora Avenue, Suite 500 West
Urbandale, Iowa 50322-2838
Office: 515-457-5000
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ADMINISTRATION

Dr. Greg Robinson, Superintendent
Carolyn Sparks, Director of Business Services
Lou Ann McClain, Director of Curriculum and Assessment
Brenda Auxier-Mailey, Director of Student Services
Dr. Doug Stilwell, Director of Human Resources

BOARD OF DIRECTORS

Diana Ripperger, President
Cynthia Munyon, Vice-President
Doug Gulling
Steve Schuler
Jerry Tormey
Theresa Weeg
Kirby Wood

UEA OFFICERS

John Lynch and Deena Stanley, Co-President
Cheryl Regan, Secretary
Tom Niedermeyer, Treasurer



URBANDALE COMMUNITY SCHOOL DISTRICT

Mission Statement

Our mission is to educate our students to grow and thrive in a changing world through dedication and commitment to excellence.

District Governing Values

WE KNOW:

- all students can learn.
- high expectations result in excellence.
- the most effective learning comes from a positive, supportive, committed TEAM of family, school, and community.
- all individuals should possess the skills and knowledge necessary to become accountable citizens in a rapidly changing society.
- all students and staff shall exhibit the six pillars of character: trustworthiness, respect, responsibility, fairness, caring, and citizenship.
- a safe, caring environment is essential.
- learning is a lifelong process.

Table of Contents

Preamble -----	3
Article 1 - Recognition -----	3
Article 2 - Grievance Procedure -----	3
Article 3 - Deductions -----	6
Article 4 - Compliance Clauses -----	7
Article 5 - Compensation -----	7
Article 6 - Supplemental Pay -----	9
Article 7 - Insurance -----	10
Article 8 - Sick Leaves -----	11
Article 9 - Temporary Leaves -----	12
Article 10 - Extended Leaves of Absence -----	14
Article 11 - Sabbatical Leave -----	15
Article 12 - Employee Work Year -----	15
Article 13 - Hours -----	16
Article 14 - Staff Reduction -----	17
Article 15 - Seniority -----	20
Article 16 - Health Provisions -----	20
Article 17 - Safety Provisions -----	21
Article 18 - Evaluation -----	21
Article 19 - Transfer Procedures -----	22
Article 20 - Personnel Files -----	24
Article 21 - Duration and Reopener -----	25
Appendix 1 - Grievance Form -----	26
Appendix 2 - Teacher's Salary Schedule -----	28
Appendix 3 - Schedule of Extra Pay for Extra Duties -----	29
Addendums/Waivers to the Master Contract Agreement 2006-2007--	32

PREAMBLE

The Board and the Association agree that it is their practice to promote harmonious and cooperative relationships between the school district and its employees.

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1 RECOGNITION

A. Definition

1. The terms "Board" and "Employer", as used in this Agreement, shall mean the Board of Directors of the Urbandale Community School District or its duly authorized representatives.
2. The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools and his/her designee.
3. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined elsewhere in this Article.
4. The term "Association", as used in this Agreement, shall mean the Urbandale Education Association or its duly authorized representatives or agents.

B. Bargaining Unit

The Board hereby recognizes the Urbandale Education Association, an affiliate of the Polk Suburban UniServ Unit, the Iowa State Education Association, and the National Education Association, as the exclusive and sole bargaining representative for all personnel, as set forth in the Public Employment Relations Board (PERB) certification instrument (Case No 1171) issued by the PERB on the 6th day of January, 1978.

The bargaining unit shall consist of counselors, nurses, librarians, regular full-time and regular part-time teachers, including regular full-time teachers with the title of Department Head, and teachers of students with special needs.

Excluded from the bargaining unit are substitute teachers, educational aides, non-professional personnel, persons employed only to perform the duties listed on Appendix 3, and all others excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 2 GRIEVANCE PROCEDURE

A. Definition

1. **Grievance** - A grievance is an allegation by an Employee or group of Employees that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The Association may file a grievance under the terms of H.4 of this Article.

2. Aggrieved Person - An aggrieved person is the person or persons making the complaint.

B. Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances concerning the alleged violation and/or interpretation and application of this Agreement.

C. Clarification

1. The failure of an Employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the Employee to proceed to the next step. The time limits may be extended by mutual agreement.
2. It is agreed that an investigation, handling, or processing of any grievance by the grieving Employee or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities. Any departure from this provision shall be by mutual agreement.

D. Level One (Informal)

An Employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally. The principal shall be informed of the occurrence of the event giving rise to the grievance within ten (10) school days of such event and the principal shall meet with the Employee within five (5) school days of being informed of such event.

E. Level Two (Formal)

If a grievance exists after the informal discussion with the principal or immediate supervisor, the aggrieved person may invoke the formal grievance procedure not later than twenty-five (25) school days following date of the event that gives rise to the grievance on the form set forth in Appendix 1. The grievance form shall be signed by the Employee. The grievance form shall be delivered to the appropriate principal or immediate supervisor. A copy of the grievance will be provided to the Association by the Employer.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and the Association.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three within ten (10) school days.

F. Level Three

The Superintendent shall meet with the aggrieved person and the Association within ten (10) school days of receipt of the grievance. Within ten (10) school days of the meeting of the parties the Superintendent shall respond to the grievance in writing and shall furnish a copy thereof to the aggrieved person and the Association.

G. Level Four

1. If, within ten (10) school days following the formal third step, the Association submits a request to the Superintendent to enter into arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) school days, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board (PERB) by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days. Then the parties shall have one (1) school day alternately to remove until only one (1) name remains. The person whose name remains shall be the arbitrator.

2. The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Board by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding on the parties.

3. Cost -The costs for the services of the arbitrator will be borne equally by the Board and the Association.

H. General Procedures

1. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties, the witnesses, and their designated or selected representative(s).

2. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at Level Two and beyond.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, or the school district, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

4. If a grievance affects a group or class of the Employees because of the existence of similar facts and issues, the Association may submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance shall be commenced at Level Three. The grievance shall name the aggrieved persons. The Association may process such a grievance through all steps of the grievance procedure.

<p style="text-align: center;">ARTICLE 3 DEDUCTIONS</p>

A. Association Deductions

1. The Association agrees to acquire and distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part and that the member also may terminate the dues deduction at any time by giving thirty (30) days' written notice.
2. The Association shall provide the Director of Business Services with a signed form from each member for whom deductions are to be made setting forth the amount to be deducted. The authorization forms shall be submitted ten (10) days prior to the district's monthly payroll date in which the deductions are to commence.
3. Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the Employee each month for ten (10) months, beginning October and ending in July of each year. The Board will transmit to the Association the total deduction of dues within ten (10) days after the pay period. Employees who begin dues deduction after October shall have the total dues prorated on the basis of the remaining months of employment through July.

If any agreement provides for dues deduction, a member's dues may be deducted only upon the member's written request and the member may terminate the dues deduction at any time by giving thirty (30) days written notice.

Dues deduction shall be terminated for the following reasons:

1. After thirty (30) days written notice.
2. Termination of an individual's employment.
3. End of the school year.
4. The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

B. Other Deductions

1. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for annuities, a credit union, health insurance, insurances, and other deductions approved by the Board.

<p style="text-align: center;">ARTICLE 4 COMPLIANCE CLAUSES</p>

A. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter, sending same by certified mail, return receipt requested, at the following designated address or at such other address as may be designated by a party in written notification to the other party:

Association address: President of the Association
 PSUU Offices
 777 3rd Street, Suite 114
 Des Moines, Iowa 50309-1314

Employer's address: Merle Hay Centre, Suite 500 West
 6200 Aurora Avenue
 Urbandale, Iowa 50322-2838

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all Employees now employed, hereafter employed, and the Board shall provide the Association with thirty-five (35) additional copies.

C. Separability

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall be null and void. All other provisions or applications shall continue in full force and effect.

D. Finality and Effect of Agreement

This Agreement supersedes and cancels all previous contracts between the school district and the Association or any Employee and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term for all items for negotiations under Section 20.9 of the Code.

By mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of this Agreement when signed and ratified by both parties and attached to this contract.

<p style="text-align: center;">ARTICLE 5 COMPENSATION</p>

A. Basic Salary of Teachers

The basic salary of teachers covered by this Agreement is set forth in the Teachers' Salary Schedule attached to and incorporated in this Agreement as Appendix 2.

B. Basic Salary of School Nurse/Health Facilitator

The school nurse/health facilitator who is presently meeting state certification requirements for nurses shall be paid eighty percent (80%) of the salary at their experience level on the Bachelor's Degree column of the Teachers' Salary Schedule from step 0 through 12. The school nurse/health facilitator shall be paid one hundred percent (100%) of their salary schedule and step if a BSN or higher degree is held.

C. Placement on the Salary Schedules

Each Employee shall be placed on his/her proper step of the appropriate salary schedule. New teachers with four (4) years or less experience will be placed on step 4. New and returning teachers and nurses will receive up to ten (10) years' credit on their Urbandale salary schedule for previous teaching or nursing experience in Department of Education/State Board of Education accredited/approved public or nonpublic schools. Employees will get credit for a full year of employment if they have worked one (1) full semester of consecutive days or more in one (1) school year.

D. Advancement on the Salary Schedules

Employees on the Teachers' Salary Schedule and the Nurses' Salary Schedule shall be granted one (1) increment/vertical step on the appropriate salary schedule on the appropriate educational lane for each year of employment to the maximum step on that educational lane as shown in the designated salary schedule. The Board may withhold a vertical step movement for good cause.

Teachers who complete the necessary pre-approved college semester hours will move from one educational lane to a higher educational lane on the Teachers' Salary Schedule. Movement to a higher educational lane or vertical step will be made once annually, on the September payday. All college semester hours must be preapproved by the Director of Human Resources prior to the beginning of the coursework. An official transcript of the college semester hours and/or degree completed must be submitted to the Director of Human Resources in the school district's administration office no later than September 10. If an official transcript for a teacher is unavailable by September 10, the teacher's copies of the grade reports and/or a letter from his/her college or university's registrar stating that a degree has been awarded will be accepted as temporary proof. However, an official transcript must be received by October 10 or the movement to a higher educational lane will be terminated.

E. Method of Payment

Each Employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks or confirmation of direct deposit at their assigned buildings. . . . When the 20th day of the month falls on a Saturday, Sunday, holiday, or recess day, Employees will be paid on the last previous working day. In the months of June, July, and August the paychecks or confirmation will be mailed not later than the last regular business day before the 20th of the month.

F. Effective Dates of Salary Schedules

The salary schedule in this Agreement shall take effect at the beginning of the regular academic year on or about August 20, with the Employees receiving their first checks for the school year on September 20, notwithstanding the existence of an earlier effective date for the remainder of the Agreement. Deferred payments to Employees for work performed prior to the effective date of this Agreement will be made according to the salary schedules in effect when the work was

performed. Payments to Employees for work performed after the effective date of this Agreement but prior to the beginning of the academic year will be made according to the salary schedules for the prior academic year.

G. Longevity Steps

1. For the academic year 2006-2007, Employees who have been at their maximum step for one (1) year shall receive a longevity payment of \$1,500.
2. Teachers currently at step 4 for the 2005-2006 school year will be advanced to step 5 for the 2006-2007 school year and remain on step 5 until they have accumulated five (5) years of experience and shall then be advanced to step 6.

ARTICLE 6 SUPPLEMENTAL PAY

A. Additional Duty Assignments

1. The Board and the Association agree that the additional duty activities listed in Appendix 3 shall be compensated according to the rate of pay or other stipulations in Appendix 3 which is attached hereto and made a part hereof.
2. a. Employees, after their second year of continuous service in the school district, may give notice of a desire to relinquish an additional duty by filing a written notice with the Director of Business Services. Such notice shall be filed no later than January 15. Such notice shall not constitute evidence of a desire to relinquish any other duties. The Director of Business Services shall cause to be posted by April 11 a list of all anticipated vacancies for additional duties. Employees eligible for such vacancies shall make application for the desired position by May 15. The Board shall not solicit applications for extra-duty positions from non-employees of the district until the anticipated vacancy has been posted for a period of two (2) weeks.
- b. Neither the filing of a notice of a desire to relinquish an additional duty nor the existence of applicants for the anticipated vacancy shall obligate the Board to permit the relinquishment of an additional duty. Assignment and reassignment shall be determined by the Board. The decision as to who shall fill the position shall not be subject to the grievance process.

B. Expenses of Traveling Employees

Employees who may be requested to use their own automobiles in the performance of their duties and Employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel, at the rate set by the Board with a minimum of .24 cents per mile for driving done between arrival at the first location at the beginning of their work day and the last location at the end of the work day. The same allowance shall be given for use of personal cars for field trips or other business of the district.

C. Other Assignments

Other approved work preauthorized for payment which is in addition to the employee's regular contract shall be paid at the rate of \$22.00/hour.

D. Separate Contracts

An Employee who performs both teaching and one (1) or more of the following duties shall receive separate contracts for each duty. The duties include Senior High Head Athletic Coach or Assistant Coach and Middle School Head or Assistant Coach.

ARTICLE 7 INSURANCE

A. Life Insurance and Long-Term Disability

The Board will provide for each full-time Employee who works thirty (30) hours or more a week thirty thousand dollars (\$30,000) in term life insurance. The Board will provide each full-time Employee who works thirty (30) hours or more a week with long-term disability insurance within the following limits:

1. Benefits shall begin after a qualifying period of three (3) consecutive months [ninety (90) days].
2. The monthly income benefit will be sixty per cent (60%) of the employee's covered monthly compensation to a maximum benefit of five thousand four hundred seventeen dollars (\$5,417) less any payments for that month for which the Employee and his/her dependents are eligible under the Federal Social Security Act. Once established, the monthly income benefit will not be further reduced by subsequent increases in social security benefits.
3. The maximum benefits are:
 - a. Accident to age 70 pursuant to the terms of the policy in effect.
 - b. Sickness to age 70 pursuant to the term of the policy in effect.

B. Health and Dental Insurance

1. The Board will provide each full-time Employee hired prior to the 2000-2001 school year who works thirty (30) hours or more a week and purchases a health and dental plan, \$7,000 per year to be applied to a Flex Spending Section 125 account.
2. The Board will provide each full-time Employee, hired prior to the 2000-2001 school year, who works thirty (30) hours or more a week and does not purchase a health and dental plan \$2,300 per year to be applied to a Flex Spending Section 125 account.
3. Regular part-time teachers who are employed for one-half time or more up to thirty (30) hours per week will receive a prorated amount of the \$2,300 per year.
4. The district will provide for single health and/or dental insurance not to exceed \$7,000 for all new Employees for the 2000-2001 school year and thereafter.

C. Cost of Insurance a Cost Settlement

The Board and the Association agree that any increased costs paid by the Board for insurance benefits will be considered part of the cost of the total package.

ARTICLE 8 SICK LEAVES

A. Sick Leave

1. Employees shall be granted leaves of absence for personal illness or injury (including pregnancy) with full pay upon the following conditions and in accordance with the following schedule:

Employees making a claim for paid sick leave may be required to provide a medical report from a doctor confirming the necessity for such a leave of absence. The Superintendent or his/her designee shall notify an Employee before or during an absence that the Employee shall be required to provide a medical report. When a medical report is requested, written reasons will be given to the Employee for said request. If the notice is given verbally, written notice and reasons will follow promptly.

The following paid sick leave shall be allowed for consecutive years of employment:

- 10 days - the first year
- 11 days - the second year
- 12 days - the third year
- 13 days - the fourth year
- 14 days - the fifth year
- 15 days - the sixth and subsequent years

The professional staff member shall accumulate one (1) additional day of sick leave for each fifteen (15) days of extended employment under the extended contract. This sick leave shall be accumulated under the regular contract.

Sick leave may be accumulated to a maximum of one hundred thirty-five (135) contract days. Employees who have an accumulation of one hundred thirty-five (135) days carried over from the previous contract year, shall be permitted an additional fifteen (15) days of sick leave at the beginning of the year. If these days are not used by the Employee during that contract year, they may not be carried over. The maximum number of days which may be carried over from one contract year to another contract year shall be one hundred thirty-five (135) days. Incoming teachers may bring with them up to ten (10) days of sick leave from another school if it was earned by continuous and immediately recent employment. Incoming teachers who desire to transfer sick leave must substantiate the validity of the transfer to the office of the Superintendent by September 10 of the first year of the incoming teacher's employment with the school district. Such substantiation shall consist of a statement, letter or phone call from the incoming teacher's immediate prior Employer.

2. Employees who have accumulated the maximum number of sick leave days in accordance with Article 8, Section A-1, of the Agreement, shall be granted one additional, non-accumulating, Personal Leave Day if said employee meets the following requirements:

- Employee that use two (2) or fewer days of sick leave in the previous year shall be eligible for the personal day.
- The employee understands that if the Personal Leave Day is not used during the school year in which it is awarded, the day shall be lost.

- The employee understands that the Personal Leave Day shall follow all the same criteria as current Personal Leave language and shall be requested using the district professional leave form.
- The employee must notify the Office of Business Services by October 1th of the year it is awarded, of his/her decision.

B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave and personal leave days no later than September 20 of each school year.

C. Family Illness

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for an employee's spouse, child, or parent who is sick or injured. The Employee may request to return at the beginning of any quarter at the Employee's request or the school quarter closest to the one (1) year period.

D. Grandfather Clause

Employees who have earned in excess of one hundred thirty-five (135) days accumulated sick leave may use such excess days but no additional days of sick leave may be accumulated by the Employee beyond one hundred thirty-five (135) days.

E. FMLA

The contract shall comply with the Family Medical Leave Act (FMLA) when interpreting language relating to covered leaves.

ARTICLE 9 TEMPORARY LEAVES

A. Paid Leaves

Employees shall be entitled to the following temporary, non-cumulative (except for personal leave as outlined in Sec. 1) leave with full pay each school year.

1. **Personal Leave** - Two (2) days per year, accumulated to three (3), shall be allowed for personal purposes. An in-service day or parent-teacher conference day, or any day during the first or last week of the school year may not be used for personal leave. No more than two (2) Employees in one (1) building [three (3) at the high school and middle school] shall be on personal leave on the same day. Employees planning to use a personal leave day or days shall apply to their principal at least two (2) days in advance. Exceptions to these limits may be made by the Superintendent in his/her sole discretion.

2. Jury Duty

a. An Employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the Employer and the salary of the Employee shall be reduced in the amount

the Employee received for jury service. It is understood that no payment will be made to an Employee for such service on any day the Employee would not have worked for the school district.

b. In order to receive the payment under this section, the Employee must give the principal or the principal's designated representative five (5) days prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An Employee not required to perform jury duty all day shall return to work.

3. **Association** - Up to a total of fourteen (14) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the National Education Association, the Iowa State Education Association, and the Polk Suburban UniServ Unit at the discretion of the Association. No more than three (3) days shall be used by any one representative, except the President who may use up to eight (8) days, but not more than four (4) per semester. The Association shall pay the cost of any necessary substitutes.

4. **Professional Leave** - Attendance at educational meetings is permitted at full pay if such absence is approved by the employee's principal. If any regular full-time Employee wishes be absent from duty for a brief period to attend a professional meeting, a written request for approval of such absence on a form as provided by the Employer should be filed by the Employee at least ten (10) days prior to the first day of anticipated absence. Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

5. **Paid Bereavement Leave** - Bereavement leave will be granted at a maximum of eleven (11) days per year, to be used at the discretion of the employee, not to exceed five (5) days leave per occurrence.

Bereavement leave does not count against sick leave.

6. **Emergency Leave** - Leave may be allowed to the extent of five (5) days in any one (1) school year for the following:

- a. Addition to bereavement leave;
- b. Illness in the immediate family, defined as Mother, Father, Spouse and Children;
- c. Court-required appearances;
- d. Other unusual and unforeseen circumstances approved at the discretion of the superintendent.

Emergency leave shall be charged against accumulated sick leave.

7. An additional two (2) days may be approved due to illness in the immediate family, defined as Mother, Father, Spouse, and Children if all other leave is exhausted. This leave shall be charged against accumulated sick leave.

8. Adoption Leave – Up to 10 days per year will be granted to any employee in the process of adopting a child. This adoption leave will be granted to an employee for the purpose of travel, filing legal documents, or staying home with the child for initial bonding.

Adoption leave shall be charged against accumulated sick leave.

9. In the sole, exclusive, and final discretion of the Board, or its designee, other paid leaves may be granted upon the filing of a written request for such leave by an Employee.

B. Religious Observance

When an Employee's religion requires attendance at a specific observance which takes place only during the regular workday, the Employee may request and the Superintendent, or designee, may grant a day of paid leave. No more than two such paid days may be used in a school year. Such requests must be submitted in writing before the first day of classes commences for the year.

C. Other Leaves

In the sole, exclusive, and final discretion of the Board, or its designee, other unpaid leaves may be granted for extraordinary circumstances upon the filing of a written request for such leave by an Employee. An Employee granted an unpaid leave for an academic year, shall indicate whether they intend to return for the following academic year, by January 15 of the leave year.

The contract shall comply with the Family Medical Leave Act (FMLA) when interpreting language relating to covered leaves.

ARTICLE 10 EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay for up to one (1) year shall be granted to any Employee for the purpose of service as an officer of the Association or its affiliates.

B. Illness

An Employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year in which the sick leave has been exhausted. Leaves granted pursuant to this paragraph may be renewed each year subject to the approval of the Board.

C. Benefits

While on extended leave under this article, the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule shall be frozen. While no additional benefits will be provided by the Employer during the leave period, the Employee may purchase such benefits subject to regulations set by the carrier. The contract shall comply with the Family Medical Leave Act (FMLA) when interpreting language relating to covered leaves. At the conclusion of the extended leave of absence, the salary of the Employee shall be the salary stated

on the salary schedule for the step and class for which that Employee was appointed at the time of the commencement of the leave.

ARTICLE 11 SABBATICAL LEAVE

A. Purpose

Sabbatical leave may be granted to an Employee by the Board for study in an approved program of learning, educational travel, or other reason recognized by the Board as having value to the school system.

B. Procedures

1. **Requests** - Requests for sabbatical leave shall be presented in writing to the Superintendent of schools or his/her designee by December 1 of the school year preceding the school year for which the leave is requested.
2. **Eligibility** - Any Employee who is required to have a teacher's certificate shall be eligible for a sabbatical leave after seven (7) consecutive years in the system. Sabbatical leave will be limited to up to two (2) persons in any one (1) year. The decision to grant or not to grant a sabbatical leave will be made by the Board upon recommendation of the Superintendent. The Board's decision shall be made by March 1 of the school year preceding the school year for which the leave is requested. A Board decision on an application for sabbatical leave or the general policy on availability and standards for sabbatical leave shall not be subject to grievance procedures of this contract.
3. **Length of Leave – Compensation** - A sabbatical leave may be granted for one-half school year or a full school year. Compensation shall be one-half the staff member's salary which he or she would have received if he or she would have remained on active duty. Such salary will be under a service contract with the school district while on leave and shall maintain all benefits.

During the period of sabbatical leave, an Employee may engage in remunerative employment and may accept grants or fellowships. Such additional sources of revenue shall be reported by the Employee to the school district.

4. **Return** - Upon return from sabbatical leave, an Employee shall be placed on the salary schedule and maintain the same benefits as he or she would have accrued had he or she taught in the system during such period.

Persons on sabbatical leave shall, by written contract, promise to perform three (3) years service after returning and shall further promise, by written contract, to reimburse the school district for sabbatical leave payments if the three (3) years' return service is not performed, such reimbursement to be at a rate of one-third repayment for each year's service not performed.

ARTICLE 12 EMPLOYEE WORK YEAR

- A. If an Employee under contract is required to perform duties on more than one hundred eighty-eight (188) days under the contract year (190 days for newly hired teachers), the Employee shall

be compensated for each day worked at the rate of one/one hundred eighty-eighth (1/188th) of his/her contract.

B. No Employee shall be required to perform duties on the following days:

Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Other Board Approved Holidays

C. The following unpaid recess periods shall be provided:

Winter recess a minimum of five (5) week days in addition to the holidays provided that Employees shall not be required to work on December 24. Spring recess a minimum of five (5) week days.

D. Any individual(s) requesting the privilege of conducting an activity, practice, or the right to supervise students on any of the above holidays may do so without this article being grievable by the Employee, a group of Employees, or by the Association.

ARTICLE 13 HOURS

A. Workday

The regular in-school workday shall consist of not more than eight (8) hours. On days immediately preceding holidays and vacations, the workday shall end ten (10) minutes after the student day. Recess days are not considered holidays or vacation days.

B. Lunch Period

Teachers shall have at least a thirty (30) minute duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods and with permission during their preparation time.

C. Meetings: In-Service, Staff Development and Faculty

Employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending meetings two (2) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than thirty (30) minutes. Meetings shall not be called on Fridays or on any afternoon of a day immediately preceding any holiday or recess period. Additional meetings may be called on an emergency basis.

In addition to the above, Employees may be required, without additional compensation, to attend no more than three (3) evening meetings outside the regular school day each year.

D. Parent Teacher Conferences

In addition to the above, Employees may be required to participate, without additional compensation, in no more than sixteen (16) hours per year designated for parent-teacher conferences.

ARTICLE 14 STAFF REDUCTION

A. Categories for Staff Reduction

For purposes of layoff, Employees shall be grouped within the following categories:

1. High School: Grades 9 through 12
 - a) High School Math
 - b) High School Science
 - c) High School Social Studies
 - d) High School Language Arts
 - e) High School Physical Education
 - f) High School Counselors
 - g) High School Business Education
 - h) High School Industrial Technology
 - i) High School Music
 - j) High School Art
 - k) High School Family & Consumer Sciences
 - l) High School Foreign Language
 - m) High School Special Ed
 - n) High School Vocational
 - o) High School Chapter I
 - p) High School TAG
 - q) High School Media
 - r) High School At-risk
 - s) High School ESL/ELL
 - t) Metro West Academy
2. Middle School: Grades 6 through 8
 - a) Middle School Math/Science
 - b) Middle School Social Studies/Language Arts
 - c) Middle School Physical Education
 - d) Middle School Counselors
 - e) Middle School Business Education
 - f) Middle School Industrial Technology

- g) Middle School Music
- h) Middle School Art
- i) Middle School Family & Consumer Sciences
- j) Middle School Foreign Language
- k) Middle School Special Ed
- l) Middle School Vocational
- m) Middle School Chapter I
- n) Middle School TAG
- o) Middle School Media
- p) Middle School At-risk
- q) Middle School ESL/ELL

3. Elementary: Grades K through 5

- a) Elementary Classroom Teachers
- b) Elementary Physical Education
- c) Elementary Music
- d) Elementary Media
- e) Elementary Art
- f) Elementary TAG
- g) Elementary Special Education
- h) Elementary Counselors
- i) Elementary ESL/ELL

4. Nurses

5. In reorganizing the pool/category structure for the 1999-2000 school year into middle school and high school pools, Employees will be assigned years of seniority earned in the previous secondary pool. The District shall provide a list of the Employees by November 15 to the Association in each category.

B. Layoff Procedures

1. Employees within the categories described in Article 14A shall be laid off using the following criteria in the following order:

- a. Seniority as defined in Article 15;
- b. Total years experience of teaching;
- c. Evaluations will be assumed to have equal value unless during the past three (3) years a professional development plan or use of the Intensive Assistance Phase of the Professional Growth Assessment Process or probation was the result of an evaluation;
- d. Highest degree earned;
- e. Selection by lot.

2. The Employer shall have the right to retain persons with proper certification over non-certified when necessary to maintain a subject or program.

3. The Employer may eliminate part-time positions without regard to the order of layoff in paragraph B1 unless the Employee in the part-time position agrees to become full-time and that employee's seniority would allow them to retain this position.

C. Special Considerations

1. An Employee who would be subject to layoff pursuant to paragraphs A and B whose present assignment is special education, elementary guidance counselor, Title I teacher, or a talented and gifted program teacher and whose previous primary assignment was in a different area or department within the last five (5) years, or an Employee who has been involuntarily transferred to a different category under paragraph A within the last five (5) years, shall be considered for purposes of staff reduction with such previous category.
2. Employees hired to replace an Employee on a leave of absence may be terminated without reference to the layoff or recall procedures in this Article.

D. Recall Procedures

1. **Recall Rights** - Any teacher laid off pursuant to this policy shall have recall rights for two (2) years from the effective date of his/her lay off. Such recall shall be to any position in the category from which reduced and to any position for which he or she is or may become licensed which the Employee has designated as a minor [having earned a minimum of at least twelve (12) semester hours in the minor]. Employees shall be recalled to available positions in such categories in reverse order of layoff.
2. **Benefits** - Any teacher re-employed by exercising his/her recall rights shall have restored his/her fringe benefits and placement on the salary schedule accrued at the time of layoff.
3. **Recall List** - The Board shall keep on file a current list of those who have retained such recall rights provided by this policy and shall furnish said list to the Association annually.
4. The Superintendent or his/her designee shall be kept informed by the laid off Employee of current addresses, telephone numbers, and interest in recall. An Employee who has failed to advise the Superintendent of his/her current address, telephone numbers, and interest in recall by June 1 of each year shall be deleted from the recall list.
5. The Board shall notify all Employees laid off pursuant to this policy who are eligible for any vacant position which may occur and their order of eligibility. Such notice shall be given by certified mail, return receipt requested. The Association shall also be informed of vacancies and the order of eligibility of notified Employees.
6. All Employees who are notified of a vacant position and their order of eligibility for recall shall have fifteen (15) calendar days from the date the notice is delivered to notify the Employer of their availability for the vacant position. Failure to respond within the above time limit shall be interpreted as unavailability for the vacant position. The response shall be delivered in writing to the Superintendent or shall be sent by certified mail, return receipt requested.

E. Midyear Recall

A position which becomes vacant during the school year shall be filled by recall if one (1) semester or more remains in the school year, subject to any midyear transfers which may first occur.

ARTICLE 15 SENIORITY

The Employer will develop and maintain an annual Seniority List, including all Employees.

1. The Seniority List will be based upon information listed as items a through f as described below with each item considered in that order. The items will be the following:

- a. years of service or parts thereof in the Urbandale Community School District since the most recent date of hire;
- b. total years of prior service in the Urbandale Community School District;
- c. total years of service;
- d. highest degree earned;
- e. hours earned beyond the highest degree earned;
- f. date upon which the Employee's first contract was signed with the district.

2. A rank number will be assigned to each Employee.

3. Employees who work part-time or less than a full year will accrue seniority on the basis of the following:

Formula:	fraction of regular full-time individual contract signed by the Employee	X	days worked by the Employee 188 (or 192) for new Employees
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4. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence.

5. In order to be considered in the development of the Seniority List for the current year, an official college transcript of the college semester hours and/or degree completed must be submitted to the Director of Human Resources in the school district's administrative office no later than October 10.

6. Copies of the Seniority List listing all Employees in rank order will be placed in each building on the bulletin boards and provided to the Association by November 15. Employees having any disagreement with their placement or ranking on the Seniority List shall grieve the placement or ranking within the time provided in the grievance procedure.

ARTICLE 16 HEALTH PROVISIONS

A. Physical Fitness Continuing Employees

All continuing Employees shall present evidence of physical fitness to perform duties assigned and compliance with state health requirements once every three (3) years which must be completed before but not more than four (4) months earlier than the next work year begins. Such evidence shall be limited to a statement from a licensed physician of the employee's choice

attesting to the employee's fitness. The Employer shall advise the Employee when such examination is necessary. The Employer may require a subsequent examination, for which the Employer would pay, when in the employer's judgement such an examination is relevant to the employee's performance or status.

ARTICLE 17 SAFETY PROVISIONS

A. Safety Procedures

Provision shall be made for such devices as outlined in Sections 280.10 and 280.11 of the Code of Iowa, 1995. All such items shall be provided without charge to the Employee.

ARTICLE 18 EVALUATION

A. Evaluation Procedures

This section shall apply only to the formal process for evaluation.

1. The principal shall discuss the philosophy and procedure of evaluation with the faculty at the beginning of the school year. The building principal or appropriate supervisor shall acquaint each Employee under his/her supervision with the formal evaluation procedures prior to October 1. Each Employee shall be advised as to the designated person or persons who will observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.
2. A new Employee shall have a minimum of two (2) formative evaluation sessions with his/her evaluator during the first year of employment, concluding with a Summative Evaluation Report.
3. Results of the formal evaluations provided for in this article shall be in writing. A copy of the evaluation shall be given to the Employee and may include suggestions for the improvement or maintenance of the quality of teaching. If the Employee disagrees with the written evaluation, the Employee may submit a written position, which shall be attached to the file copy of the evaluation in question. If the evaluator fails to note the same deficiency in a subsequent evaluation it shall be interpreted that the deficiency has been eliminated or has not been observed. If the Employee does not submit written comments within thirty (30) days it shall mean agreement with the evaluation. The Employee shall sign the evaluation to show receipt of it. All formal classroom observations of an Employee shall be conducted with knowledge of the Employee, and shall consist of an observation at least thirty (30) consecutive minutes or a full class period. At the commencement of any formal observation, the evaluator shall communicate to the Employee his/her intent to conduct a formal observation. The principal and the teacher will retain copies of the evaluation, which may be used for further reference. A copy of the evaluation will be made a part of the employee's personnel file.
4. An Employee may grieve an evaluation on the grounds that it was inaccurate or not based upon the evaluation criteria. The grievance must be filed within the grievance procedure time lines.

B. Evaluation Committee

As mutually agreed upon by the Board of Education and the Association an evaluation committee shall be formed consisting of eight (8) members, four (4) appointed by the Board and four (4) appointed by the Association. The committee shall have the responsibility for research, review, and design of evaluation instruments. The committee shall have the power to make recommendations concerning evaluation instruments to the Board through the Superintendent. Final approval concerning evaluation instruments shall reside with the Board. Recommendations from the committee shall be transmitted to the Superintendent by May 1 of each year to take effect, if approved by the Board, for the following school year.

ARTICLE 19 TRANSFER PROCEDURES

I. VOLUNTARY TRANSFERS

A. Definitions

1. A transfer shall be considered to be the movement of an Employee to a different building or department.
2. Category means the category as enumerated in Article 14 (Staff Reduction) paragraph A.

B. Reassignments

1. Reassignments within the same building.

Employees within a category may volunteer to be reassigned within their category within their building. The principal shall determine the reassignment for each Employee in the building.

2. Reassignments between buildings within categories.

When the number of positions within a category within a building is or will be less than the number of Employees in that category in that building, the Employer shall seek qualified volunteers to transfer from that building to an available position within their category. If there is no qualified volunteer, the Employer shall transfer the least senior qualified Employee within that category.

C. Transfers

1. The Superintendent shall deliver to the Association and shall post in all school buildings a list of all vacancies, which exist after reassignments. The notice of a vacancy shall include the date of posting and the final date on which applications will be accepted. Such notices shall be posted in the office or faculty room for at least ten (10) school days before the final date when applications must be submitted. The vacancy list shall be maintained with current additions, deletions, and revisions.

2. Positions which are vacant after reassignments shall be available for transfer by Employees within the same category. When one (1) or more Employee applies for the vacancy, the most senior qualified Employee shall be transferred to the vacant position. All resulting vacancies shall

be filled by the most senior qualified Employee within the category who has requested the voluntary transfer.

3. If a vacant position still exists after the application of steps 1 and 2 above, the vacancy shall be considered open to all Employees. Candidates shall be given the opportunity for an interview before the vacancy is filled.
4. If, after July 1, a vacant position still exists after the application of steps 1, 2, and 3 above, the vacancy shall be filled by first recall, then involuntary transfer, or a new hire.
5. For positions becoming vacant after July 1 Employees may file a letter requesting consideration should a position open. This letter must contain the following information:

Position desired
Summer address
Summer telephone number

Those indicating an interest in a certain position will be notified by letter at their summer address. A notice of these positions will be posted in the superintendent's office. Fourteen (14) calendar days after the posting of the notices, or the postmark date on the letters sent, applications will be closed.

6. If an Employee accepts appointment to one of the vacancies, he/she shall be ineligible to apply for any other vacancy existing in that academic year.

D. Mid-Year Transfers

Vacancies which occur during the school year or within the period of twenty-one (21) days prior to the opening of the pupil school year, shall be filled at the discretion of the Board.

II. INVOLUNTARY TRANSFERS

A. Definition

An Involuntary Transfer is defined as the movement of an Employee to a different building or category initiated by the Employer, except for reassignments under B1, B2, C2 or C3, of Voluntary Transfers above.

B. Notice

Any Employee who is involuntarily transferred shall be notified in writing of the reason(s) for the transfer.

C. Appeal

If the Employee objects to the transfer on the basis of the reason(s) given for the transfer, a grievance may be filed directly at Level Three of Article 2 Grievance Procedure.

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all Employees being involuntarily transferred. Such Employees may request the positions, in order of preference, to which they desire to be transferred.

E. Return Rights

Any Employee who shall be transferred to any instructional, administrative, or supervisory position and who later returns to former status shall be entitled to retain such seniority rights and fringe benefits as may have accrued prior to such transfer, for ten (10) years.

<p style="text-align: center;">ARTICLE 20 PERSONNEL FILES</p>

A. Each Employee shall have the right to review the contents of his/her personnel file during regular working hours, or at other reasonable times. A representative of the Association, at the employee's request, may accompany the Employee during the review. The review will take place in the presence of the Superintendent or his/her designee. Excluded from the review will be college credentials which are not designated as available to be reviewed by the Employee.

B. The Employee shall have the right to respond to all materials contained in said file.

C. Any complaints directed toward an Employee which are to be placed in his/her personnel file shall be called promptly to the employee's attention in writing.

D. The Employee shall have the right to reproduce in the superintendent's office any of the contents of his/her file.

ARTICLE 21
DURATION AND REOPENER

The language of this agreement shall be in force from August 1, 2002, through July 31, 2007. This agreement shall be opened annually on these subjects: wages, insurance, and an article of each party's choice, and any other article mutually agreed upon.

In addition, the contract may be opened if the Iowa Legislature expands the scope of the bargaining or substantially changes the length of the school day or year. The opened items would be limited to those affected or created by the legislative changes.

Compensation will continue to be negotiated on an annual basis with each side of the table also having one language re-opener each year.

This Agreement signed this 29th day of MARCH 2006.

URBANDALE EDUCATION ASSOCIATION

By

Deena H. Starke *John Lynch*
President

By

Cheryl Regan
Secretary

URBANDALE COMMUNITY SCHOOL DISTRICT

By

Maria Lippenger
President, Board of Directors

By

Charles Spahr
Secretary, Board of Directors

26

Level Two (continued)

(e) Disposition by Principal or Designee, _____

Date
Designee

Signature of Principal or

Level Three -

(a) Signature of Aggrieved Person _____

Date submitted to Superintendent or designee _____

(b) Disposition by Superintendent or designee _____

Date

Signature of Superintendent or Designee

Level Four

(a) _____

Signature of Aggrieved Person
Designee

Signature of Superintendent or

(b) Date Submitted to arbitration _____

NOTE: All provisions of Article 2 of the shall be strictly observed in the settlement of grievances.

URBANDALE COMMUNITY SCHOOL DISTRICT

2006 – 2007 Salary Schedule

Generator Base: \$26,875

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	PH.D.
1	27,950	29,159	30,366	31,710	32,921	34,131	35,341
2	29,025	30,234	31,441	32,921	34,131	35,340	36,550
3	30,234	31,441	32,653	34,265	35,474	36,684	37,891
4	31,441	32,653	33,860	35,664	36,816	38,028	39,235
5	32,653	33,859	35,071	37,010	38,159	39,372	40,581
6	33,859	35,071	36,281	38,356	39,506	40,715	41,924
7	35,071	36,281	37,490	39,702	40,850	42,059	43,266
8	36,281	37,490	38,699	41,047	42,191	43,403	44,609
9	37,490	38,699	39,909	42,393	43,535	44,746	45,956
10	38,699	39,909	41,116	43,739	44,881	46,090	47,299
11	39,909	41,116	42,328	45,085	46,225	47,434	48,641
12	41,387	42,328	43,534	46,297	47,434	48,641	49,853
13		43,806	44,746	47,508	48,641	49,853	51,060
14			46,225	48,717	49,853	51,060	52,271
15				50,200	51,060	52,271	53,481
16					52,540	53,481	54,690
17						54,959	55,900
18							57,378

The salary schedule presumes that the District will receive the same amount of money from the State of Iowa in Phase I and II money as the District received in 1989-90. Should the Phase I or Phase II money be reduced, then the salary schedule shall be adjusted proportionately. If the Phase monies are made available in a different funding process, the salary schedule shall not be adjusted. This provision shall not serve as precedent in any future negotiations between the parties.

Schedule of Extra Pay For Additional Duties

Based on a \$26,050 Base

HEAD ATHLETIC COACHES SENIOR HIGH

	Percent	Maximum Step
Boys' Basketball	15	11
Football	15	11
Boys' Track	13	11
Wrestling	15	11
Girls' Basketball	15	11
Girls' Track	13	11
Baseball	13	11
Summer Girls' Softball	13	11
Boys' and Girls' Cross Country	11	11
Boys' Golf	9	11
Girls' Golf	9	11
Girls' Tennis	9	11
Boys' Tennis	9	11
Boys' and Girls' Swimming	21	11
Boys' Soccer	13	11
Girls' Soccer	13	11
Volleyball	13	11

ASSISTANT COACHES SENIOR HIGH

Boys' Basketball	9	9
Football	9	9
Boys' Track	9	9
Wrestling	9	9
Girls' Basketball	9	9
Girls' Track	9	9
Baseball	9	9
Summer Girls' Softball	9	9
Boys' Swimming	8	9
Girls' Swimming	7	9
Soccer	9	9
Volleyball	9	9
Boys' and Girls' Cross Country	9	9
Boys' and Girls' Golf	7	9

APPENDIX 3 (continued)**ATHLETIC TRAINER/
EQUIPMENT MANAGER**

Fall Sports	9	9
Winter Sports	9	9
Spring Sports	9	9

SUPERVISORS - SENIOR HIGH

Dramatics/Speech	13	11
Debate	9	9
Assistant Dramatics/Speech	9	9
Cheerleaders/Pep Club	9	9
Yearbook	6	9
Newspaper	4	9
Girls' Drill Team	8	9
Student Council	4	9
Teacher Assistantships	1.5	9

MUSIC

High School Concert Band	13	11
Assistant Concert Band	9	9
High School Marching Band	7	11
Assistant Marching Band	5	9
High School Vocal	13	11
Assistant High School Vocal	9	9
Middle School Vocal	6	9
Middle School Concert Band	9	9
Assistant Middle School Concert	7	9
Middle School Marching Band	9	9
Assistant Middle School Marching	2	9
Elementary Band	4	9
Elementary Chorus	4	9
Elementary Strings	4	9
Middle School Strings	6	9

HEAD COACHES - MIDDLE SCHOOL

Wrestling	7	7
Heavy Weight Football	7	7
Light Weight Football	7	7
Boys' Basketball	7	7
Girls' Basketball	7	7
Boys' Track	7	7
Girls' Track	7	7
Volleyball	7	7
Boys' and Girls' Cross Country	7	7
Softball	7	7
Boys' and Girls' Co-Swimming	7	7

APPENDIX 3 (continued)

ASSISTANT COACHES - MIDDLE SCHOOL

Heavy Weight Football	5	7
Light Weight Football	5	7
Wrestling	5	7
Boys' Basketball	5	7
Girls' Basketball	5	7
Boys' Track	5	7
Volleyball	5	7
Softball	5	7
Boys' and Girls' Co-Swimming	5	7
High School and Middle School Intramural	1.5	no step
High School and Middle School Club	1.5	no step

DEPARTMENT HEADS

Department Head	5.5	no step
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NOTE: Years of experience in the extra duty on the B.A. lane of the Teachers' Salary Schedule (Appendix 2) times (x) the percentage listed equals (=) the amount of pay for that duty, except that Employees with no experience in an extra duty are paid the product of the amount of the B.A. Step 0 and the percentage listed for the extra duty. Employees who move onto the percentage schedule will begin at Step 0 regardless of their years of experience in the extra duty except for the Dramatics/Speech which shall start at Step 4.

Step	0	\$ 26,050
	1	27,092
	2	28,134
	3	29,036
	4	30,476
	5	31,650
	6	32,820
	7	33,995
	8	35,167
	9	36,339
	10	37,511
	11	38,684

Addendum/Waiver to the Master Contract Agreement 2006-2007

between

the Urbandale Community School District
and the Urbandale Education Association

Whereas the Metro West Learning Academy is an alternative school created through the collaboration of the Dallas Center-Grimes, Johnston, North Polk, Saydel, Urbandale, and Waukee Community School and all costs accrued by the Metro West Learning Academy shall be funded through the consortium

The following addendums are agreed to by the Urbandale Community School District and the Urbandale Education Association:

1. Article 9, section A1 shall be amended to no more than one (1) Employee from Metro West Learning Academy shall be on personal leave on the same day.
2. Article 14 section A1 shall be amended to establish an additional pool, A1 (t) Metro West Learning Academy.

And the following waiver is agreed to by the Urbandale Community School District and the Urbandale Education Association:

1. Article 19 section E shall be waived for all Employees of the Metro West Learning Academy. Involuntary transfers to and from the Metro West Learning Academy shall not apply.

This agreement signed this 29th day of March, 2006.

URBANDALE EDUCATION ASSOCIATION

By 
President

By 
Secretary

URBANDALE COMMUNITY SCHOOL DISTRICT

By 
President Board of Directors

By 
Secretary Board of Directors

Addendum/Waiver to the Master Contract Agreement 2006-2007

Between

the Urbandale Community School District
and the Urbandale Education Association

The Urbandale Community School District and the Urbandale Education Association agree to the following addendum:

Article 19 Section I Subsection C1 (Voluntary transfers) shall be amended so that notice of position vacancies shall be posted for at least five (5) school days before the final date when applications must be submitted.

Is it also agreed that this amended language shall become part of the contract beginning in the 2007-2008 school year, without being subject to negotiation procedures.

This agreement signed this 29th day of March, 2006.

URBANDALE EDUCATION ASSOCIATION

By John Lynch (President) Deena Stanley
By Cheryl Regan (Secretary)

URBANDALE COMMUNITY SCHOOL DISTRICT

By Liana Lippman (Board President)
By Carolyn Spach (Board Secretary)